

Agreement Not To Compete

I, (Name) _____, referred to herein as Employee, as a condition of being employed by _____, doing business as _____, a provider of _____ services, referred to herein either as Employer or Company, hereby freely and voluntarily agree that for a period of one year after terminating my employment with Employer, whether voluntarily or involuntarily, I shall not engage in any business in Westmoreland County that competes, either directly or indirectly, with the business conducted by Employer.

Damages and Remedies.

Employee acknowledges that a violation of the terms of this Agreement will cause damage and harm to Company, including but not limited to loss of competitive advantage, loss of revenue, increase in costs, and other harm not yet ascertainable to Company and to Employee. Employee acknowledges that any such damages set forth above will be difficult if not impossible to calculate in monetary terms, and will be irreparable to Company. Employee agrees that in the event of a breach of this Agreement, Employee will not oppose a request for equitable relief, including any affirmative temporary restraining order, with or without notice; any preliminary injunction; and/or a permanent order to enjoin any further violations of this Agreement, in addition to any prayer for monetary relief for damages suffered by Company.

Employee agrees that upon written notice from Company declaring a breach of this Agreement, that Employee shall immediately cease all further activities which are, or are claimed by Company to be, a breach of this Agreement.

Employee agrees to notify Company in writing if Employee has, or will in the immediate future, have business or other contact with any competitor of Company, including the name of such competitor, the name of the contact person of such competitor which is in direct contact with Employee, and a description of the actual or contemplated business activities which Employee and such Competitor are engaged, or will be engaged in. Employee herewith gives Company permission to contact such Competitor to give such Competitor notice of the terms of this Agreement, including giving such Competitor a copy of this Agreement.

Duration of this Agreement.

The length of time this Nondisclosure Agreement is to remain in effect is indefinitely, or until released in writing by Company.

Additional Terms.

All notices to be given to Employee shall be directed to the last know address of Employee as shown in Employee's personnel file.